

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:)	
)	Bankruptcy No.: 10-24366-CMB
RAYMOND WASHINGTON and)	
SHARON WASHINGTON,)	Chapter 13
)	
Debtors.)	Related to Document No. 227, 228 & 229
_____)	
COUNTY OF ALLEGHENY,)	Hearing Date and Time:
)	October 11, 2016 @ 1:30 P.M.
)	
Movant,)	
)	
v.)	
)	
RAYMOND WASHINGTON and)	
SHARON WASHINGTON,)	
)	
Respondents.)	

**STIPULATION BETWEEN RAYMOND WASHINGTON, SHARON WASHINGTON
AND THE COUNTY OF ALLEGHENY REGARDING THE APPROVAL OF
DEBTOR'S AMENDED CHAPTER 11 PLAN DATED APRIL 4, 2014**

AND NOW, comes Debtors, Raymond Washington, Sharon Washington, and Movant, County of Allegheny, by and through their undersigned counsel, and file this Stipulation of which the parties agree as follows:

1. On June 17, 2010, Raymond Washington and Sharon Washington ("Debtors") filed a Chapter 13 bankruptcy case at the above-captioned bankruptcy number. This case was subsequently converted to a Chapter 11 bankruptcy on April 16, 2013.
2. Debtors are the owners of the following parcels of real estate situate within the County of Allegheny, Commonwealth of Pennsylvania: (a) Block and Lot 296-C-228 and further known as 132 Howard Street, Pittsburgh, PA 15235; and (b) Block and Lot 368-K-214 and further known as 408 Elias Drive, Pittsburgh, PA 15235 (collectively the "Properties").
3. The County of Allegheny ("County") is secured creditor in the within bankruptcy case by virtue of delinquent real estate taxes owed for the Properties.
4. On October 12, 2010, the County filed Proof of Claim No. 25-1 at the within proceeding for tax years 2008-2010 for delinquent real estate taxes owed for the Properties in the amount of \$2,801.18, plus statutory interest accruing at the rate of 12% per annum on the face amount of \$1,552.98.

5. On April 4, 2014, Debtors filed their Amended Disclosure Statement and Amended Plan dated April 4, 2014 (the “Amended Disclosure Statement” and the “Amended Plan”).

6. The Debtors and County have agreed to amend and revise the Amended Plan as follows:

a) The pre-petition and post-petition real estate tax claims of the County are undisputed statutory liens secured against the Properties. These statutory liens shall be retained by the County and shall remain liens against the Properties until paid in full. The Debtor shall pay the County’s secured claims as follows:

(1) With regard to the property located at 408 Elias Drive, Pittsburgh, PA 15202 (B/L 368-K-214), within twelve (12) months of the Confirmation Date, Debtors shall pay the County’s Class 5 secured claim in full including all applicable penalties, costs, expenses, fees and statutory interest of twelve percent (12%) per year, all of which shall continue to accrue until said real estate taxes are paid in full.

(2) With regard to the property located at 132 Howard Street, Pittsburgh, PA 15202 (B/L 296-C-228), the Debtors shall surrender this property. As a result of the surrender of this property by the Debtors, any confirmation of the Debtors’ Amended Plan shall not effect in any manner whatsoever the County’s secured liens for unpaid real estate taxes owed or the County’s ability to utilize its legal and statutory remedies to collect said taxes. Therefore, the County may pursue the collection of any and all unpaid real estate taxes (whether incurred pre-petition and post-petition) utilizing all applicable legal and statutory remedies without regard to any other provision to the contrary in the Amended Plan and without any obligation to provide any additional notice to Debtors or Debtor’s counsel as may be required under the Amended Plan.

b) In the event that the Debtors fail to make the payment to the County specified in paragraphs 6(a)(1) herein, then the County may pursue collection of the outstanding balance due utilizing its legal and statutory remedies without regard to any other provision to the contrary in the Amended Plan and without any obligation to provide any additional notice to Debtors or Debtors’ counsel as may be required under the Amended Plan.

c) No tax liability of the County accruing prior to confirmation of the plan is discharged until paid in full. Any tax, penalty, costs, expense and interest not encompassed within this Stipulation that is subsequently determined to be owing shall be paid by the Debtors and no administrative tax liability shall be deemed discharged until paid in full.

d) Until such time as all obligations due pursuant to this Stipulation are paid in full, the County may administratively apply any tax credit or refunds otherwise owed to the Debtor to any outstanding indebtedness.

e) In the event of a conflict between the Amended Plan, Amended Disclosure Statement and this Stipulation, the terms of this Stipulation shall control.

7. Upon the entry and approval of this Stipulation, the County agrees to vote in favor of the Debtor's Amended Plan.

8. The parties agree that a signature transmitted electronically or by facsimile shall be accorded the same force and effect as an original signature and may be submitted to the Court. Any amendments to this Stipulation must be in writing, signed by all parties or their respective counsel.

APPROVED BY:

By: /s/ Jeffrey R. Hunt
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THIS STIPULATION IS APPROVED THIS _____ DAY OF _____, 2016.

BY THE COURT:

JUDGE CARLOTTA M. BÖHM
UNITED STATES BANKRUPTCY JUDGE